

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: BOHDAN MAKUCH)	
<u>Debtor(s)</u>)	
)	CHAPTER 13
AMERICAN HONDA FINANCE)	
CORPORATION d/b/a ACURA FINANCIAL)	Case No.: 16-11804 (JKF)
SERVICES, ADMINISTRATOR FOR)	
HONDA LEASE TRUST)	Hearing Date: 5-25-16 at 9:30 AM
<u>Movant</u>)	
v.)	11 U.S.C. 362
)	
BOHDAN MAKUCH)	11 U.S.C. 1301
MELISSA MAKUCH)	
<u>Respondent(s)</u>)	
)	
WILLIAM C. MILLER)	
<u>Trustee</u>)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now American Honda Finance Corporation (“Honda”) filing this its Motion For Relief From The Automatic Stay And Co-Debtor Stay (“Motion”), and in support thereof, would respectfully show:

1. On March 16, 2016, Bohdan Makuch filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, and 1301, and 28 U.S.C. 157 and 1334.
3. On February 28, 2014, the Debtor and co-debtor Melissa Makuch executed a Closed End Vehicle Lease Agreement for the lease of a 2014 Acura RDX bearing vehicle identification number 5J8TB3H38EL011679. The Lease was assigned to Honda Lease Trust and the Debtor became indebted to Honda in accordance with the terms of same. Honda Lease Trust is the owner of the vehicle. American Honda Finance Corporation, doing business as Acura Financial

Services is the administrator of the lease. True copies of the Lease Agreement and Title to the vehicle are annexed hereto as exhibits A and B.

4. The Debtor's account is due from February 28, 2016 through March 28, 2016, with arrears in the amount of \$1,695.57.

5. American Honda Finance Corporation alleges that the automatic stay and co-debtor stay should be lifted for cause under 11 U.S.C. 362(d)(1) and 11 U.S.C. 1301 in that Honda lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtor is failing to make payments directly to Honda in accordance with the Lease Agreement and is failing to provide Honda with adequate protection.

WHEREFORE PREMISES CONSIDERED, American Honda Finance Corporation respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Honda to permit Honda to seek its statutory and other available remedies; (2) that the co-debtor stay will be terminated as to Honda to permit Honda to seek its statutory and other available remedies; (3) that the stay and co-debtor stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (4) Honda be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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Local Counsel for American Honda Finance Corporation

d/b/a Acura Financial Services, Administrator For

Honda Lease Trust